



Unique Tours & Safaris

P.O. Box 1801
Swakopmund, Namibia

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www.unique-tours-safaris.com

Cell: +264-(0)81-2122580
Tel/Fax: +264-(0)64-406313

General Terms and Booking Conditions

In these Terms & Conditions, the '**Company**' shall mean Unique Tours & Safaris. The '**Client**' shall mean the person who has made a booking as the Lead Booking Name and each person named in the booking form. The '**Agent**' shall mean the company, who has made a booking for a Client to travel with Unique Tours & Safaris.

1. Booking

- The agreement will become effective on the date on which the Client's/ Agent's booking is confirmed in writing by the Company, by fax or by e-mail, and the deposit been paid.
- There shall be no binding booking between the Company and the Client / Agent unless the 20%, non-refundable, free of exchange (excluding any banking charges) deposit, has been paid into the account of the Company. The costs for the bank transfer is for the account of the Client / Agent.

Bank Windhoek / Branch Swakopmund // Branch Code: 481772

Account Number: 300 624 495 // Swift BWLINANX

- The agreement is subject to Namibian Law and the parties consent to the jurisdiction of the Namibian Courts.
- Any person making a reservation with the Company warrants that he or she has the necessary authority to enter into this agreement on behalf of the person or persons included in such a booking. The person making the booking shall be liable for the total amount due to the Company.
- By making a reservation with the Company and paying the deposit, the client accepts these terms and conditions as part of the agreement and acknowledges to be bound thereby.
- Accommodation will be provided as per itinerary. Accommodation is subject to availability at the date of booking. The Company reserves the right to make use of alternative accommodation of similar or higher standard.
- The Company reserves the right to increase the contract price of any tour prior to departure due to factors beyond the control of the Company, such as, but not limited to, increase in fuel prices, airport taxes, valued added tax, new government legislation or fluctuations in exchange rate.

3. Late Bookings

- In the event of any reservation being made less than 7 (seven) days prior to the date of departure, the Company will be entitled, at its sole and exclusive discretion, to levy a late booking fee and reserves the right to levy a fee for any additional communication expenses.
- Payment of the full contract price is due, owing and payable at least 8 (eight) weeks prior to date of arrival and is non-refundable on all late bookings. Certain late bookings will require full payment at the time of reservation, that means prior to confirmation of booking.

3. Payments

- With the exception of bookings in Botswana, the entire payment, free of exchange and banking charges, needs to be effected into the account of the Company 8 (eight) weeks prior to arrival. The costs for the transfer of the funds are for the account of the payer. Should payment not be made as stipulated, the Company is entitled to cancel all bookings and to hold the Client/Agent responsible for cancellation charges.
- Invoices in foreign currencies shall be paid by no later than the date specified on the footer of the original invoice. If payment is not made within this stipulated time period, the Client/Agent is obligated to request a new invoice as the due amount is subject to currency fluctuations. If a new invoice is not requested and the currency exchange rate has changed to the Company's disadvantage, a new invoice will be issued charging the difference to the Client/Agent.
- Credit Card payment is not possible at this stage as no credit card facilities are available yet.

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- If the Client / Agent's request includes a booking in Botswana, the Client / Agent accepts that those bookings pertaining to Botswana need to be paid to the Company at least 3 (three) months prior to arrival due to the booking requirements applicable in Botswana.

4. Cancellations

- Any cancellation of a booking by a Client / Agent, must be made in writing and shall only be effective upon its written acknowledgement by the Company. The date on which the Company receives the correspondence from the Client / Agent will determine the cancellation charge, if any.
- Cancellation charges will be incurred as follows:
 - **The 20% non-refundable deposit will be retained if a cancellation is made more than 60 sixty days prior to arrival**
 - **30% of the total contract price will be retained if a cancellation is made 60-45 days prior to arrival**
 - **60% of the total contract price will be retained if a cancellation is made 46-31 days prior to arrival**
 - **100% of the total contract price will be retained if a cancellation is made 30 days or less prior to arrival**
- Special conditions may apply, if acknowledged by the lodges, with a doctor's certificate.
- The above cancellation fees exclude any cancellation fees of lodges and other accommodation establishments that require larger deposits or full payment in advance of the arrival of the client, which may have to be added. Cancellation fees in these cases will be determined and applied subject to the terms and conditions of the relevant accommodation establishments.
- Should any client who is part of a group booking cancel his or her individual booking, the remaining parties of the group will have to pay an increased contract price as a result thereof which amount will have to be carried by the remaining parties pro-rata.
- No refunds will be paid for no-shows or any unused services. This also applies to clients who have booked a tour but fail to undertake the tour for any reason whatsoever.
- The Company may at its discretion and without liability or cost to itself at any time cancel or terminate a client's booking and in particular, without limiting the generality of the foregoing, it shall be entitled to do so in the event of illness, illegal or incompatible behaviour of any client undertaking the tour, who shall in such circumstances not be entitled to any refund.

5. Changes and Alterations

- "Force Majeure" means, in relation to the Company, any circumstances beyond the reasonable control of the Company (including, but not limited to, acts of God, explosion, flood, fire, war or threat of war, sabotage, civil disturbance, quarantine, government intervention, weather conditions or other unexpected occurrences).
- The Company shall not be deemed to be in breach of these terms and conditions or otherwise be liable to the Client, by reason of delay in performance, or by non-performance, of any of its obligations hereunder to the extent that any such delay or non-performance is due to any Force Majeure.
- If the Company is affected by Force Majeure it shall be entitled to, and may in its sole and absolute discretion, vary or cancel any itinerary or arrangement in relation to the tour or safari. No refunds are given for circumstances arising beyond the Company's control, necessitating alternative arrangements being made to ensure the safety and/or further participation and enjoyment of the tour or safari.
- In the unlikely event of a vehicle breakdown, during a guided tour, which is beyond the Company's control and immediate repair, the Company will arrange to have the spare part sent to the current location in the fastest possible time. The Company reserves the right to alter the itinerary accordingly in order to make up any time lost due to any unforeseen circumstances.

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- The Company reserves the right to cancel the tour without prior notification and in such an event only agrees to refund all monies already paid and received from the Client. If a booking is changed by the client to an earlier date than originally reserved, the Company will endeavour to change the booking. If the booking is changed to a later date, charges as per clause 4 hereof may be applied.
- While it is possible for the client to break away from the planned tour itinerary after departure, it is understood that all extra expenses incurred as a result of such a breakaway will be for the client's account and any unused services will not be refunded. Amendments and cancellations en route must be made directly with the Company.

6. Insurance

- Travel and cancellation insurance is mandatory for every Client and is the sole and exclusive responsibility of the Client. Before a Client commences a tour, it is accepted that he or she has arranged his/her own insurance for the full duration of the travel, to cover personal injury, medical expenses, repatriation expenses and loss of luggage. If a Client falls ill, all hospital expenses, medical expenses, doctor's fees and repatriation costs are the Client's responsibility and the Company shall not be liable for any refund of the tour rate or any other amount whatsoever.
- The carriage and storage of all baggage and personal effects are at all times the Client's own risk and the Company will not accept any liability for any loss or damage of baggage or personal effects.
- The onus is on the client to ensure passports and visas are valid for the duration of the tour. The Company cannot be held liable for any necessary visas or other travel documents not arranged for by clients. In the event of a client not having the necessary documentation to enter any area or country, the Company reserves the right to leave the client at the point of entry of such area or country. In such an event, the Company will not be responsible for the client's further travel arrangements.

7. Liability

- Neither the Company nor any person acting for, through or on behalf of the Company shall be liable for any loss or damage whatsoever arising from any cause whatsoever, and without restricting the generality of the foregoing, shall particularly not be responsible for any loss or damage arising from any errors or omissions contained in its brochures or any other documentation, late or non-confirmation or acceptance of bookings, loss or damage caused by delays, sickness, injury or death, whether occasioned by negligence or not. The client agrees to indemnify the Company, its agents and employees, and keep it indemnified against all loss, damage, costs and expenses which the client may sustain or incur as a result of booking and undertaking a tour with the Company.
- The Company acts as tour operator and agent for local and international accommodation establishments and activity operators and accordingly accepts no liability whatsoever for any loss, damage, injury, accident, delay or any other incident or irregularity howsoever arising. The Company makes every effort to ensure that all arrangements and services connected with a client itinerary will be carried out as specified and in the most efficient and effective way possible. However, the Company does not have direct control over the provision of services by suppliers (hotels, lodges, guest houses, bed and breakfasts, car rental companies, activity operators etc.), and whilst they are in all cases selected with the utmost care, the Company does not accept liability for error or omission of such suppliers.
- The Company cannot be held responsible for damage or loss of any personal items, including bags, contents of bags or photographic and related equipment.

8. Health

- The client shall acknowledge an awareness of the proposed itinerary and shall confirm that he or she is medically fit, in good physical and mental health and is able to embark on the tour. Any client with a pre-existing medical condition or illness must declare the true nature of such a condition to

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the Company before the commencement of the tour. Any failure to declare may result in the cancellation of his/her booking.

- If a malaria area is visited during the tour, anti-malaria precautions should be commenced prior to tour departure. Clients should consult their doctors for advice.
- The Client hereby acknowledges, confirms and records that he/she understands the risk inherent in adventure travel in African destinations and associated activities. The Client is accepted onto the tour and undertakes to do the tour, travel or activity at his/her own risk. The client agrees and concedes that the Company, its representatives and employees shall not be responsible for loss or damage to possessions, or injury or illness to the client or loss of life or consequential damages which might occur from any cause whatsoever, unless directly caused by the Company's negligence.

9. Claims and Complaints

- In the unlikely event that the client has a complaint against the Company, the Company must be informed immediately and be afforded an opportunity to investigate the situation and provide redress. Complaints that are handed in after tour end will not be taken into consideration.

10. Company Responsibility and Rights

- The information in any brochure and printed itineraries is given in good faith, and is based on the latest information available to the Company. Printed itineraries serve as a guideline only. The Company reserves the right to change the facilities or transport described in any publication without being liable for any compensation or refund.

11. The Company Authority

- Any decision made by the tour guide, acting as a Company representative, shall be deemed final. The Company shall not be responsible or liable for any client who commits an illegal or unlawful act, or the consequences of such an illegal act. The Client may in such circumstances be excluded from the tour without a refund, at the sole discretion of the Company representative. If the Company considers a client unsuitable for a tour (due to mental or physical illness or implied danger to any other Client or Company representative) it may at its sole discretion decline to carry the Client further. If a Client causes severe inconvenience or annoyance to other Clients, the Company may decline to carry the client further, without any refund whatsoever. This will only occur after extensive intervention by the tour guide or Company representative.

12. Luggage Allowance

- Baggage on a guided tour is strictly limited to one large bag, weighing a maximum of 12 kg. Should the client participate in a fly-in safari a maximum of 10 kg in a soft bag is allowed. Also allowed will be a smaller hand-luggage bag or camera bag per Client. These restrictions are essential because of the nature of the tour and because overloaded vehicles are an inherent danger and cause unnecessary transport problems, potentially endangering Clients and Company representatives. The Company insists that every Client adhere to these luggage restrictions.

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